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(Signed)

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SEATTLE
JAMES L. HART
ACTING CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA

Plaintiffs,

v.

Environmental Conservation and
Chemical Corporation, et al.

Defendants.

Civil Action No.

831413C

CONSENT DECREE

The parties herein, UNITED STATES OF AMERICA, by F. Henry Habicht, II, Acting Assistant Attorney General, Land and Natural Resources Division, United States Department of Justice, for the plaintiff, and the parties named in Attachment A (hereinafter referred to as "Companies") as defendants, and the other signatories to this Consent Decree, by their respective attorneys, having agreed to the entry of this Consent Decree and the United States having filed a complaint in this action on September ,1983,

THEREFORE, It is Ordered, Adjudged, and Decreed that:

I. JURISDICTION

This Court has subject matter jurisdiction over this matter and personal jurisdiction over the signatories consenting hereto.

II. DEFINITIONS

The following definitions shall apply in this Consent Decree:

- A. "Bulk Tank Trust Fund" -- a trust fund to be funded by the Trustees of the Enviro-Chem Site Trust Fund pursuant to this Consent Decree at the Merchants National Bank and Trust Company in Indianapolis for the purposes set forth in Section V C. of this Consent Decree.
- B. "Companies" -- the parties listed in Attachment A.
- C. "Covered Matters" see Section XVII herein.
- D. "CWM" -- Chemical Waste Management, Inc.

E. "Enviro-Chem" -- the Environmental Conservation and Chemical Corporation, predecessors, successors, assigns, affiliates and subsidiaries.

F. "Enviro-Chem Site Trust Fund" -- a trust fund to be funded by the Companies pursuant to this Consent Decree at the Merchants National Bank and Trust Company in Indianapolis for the purposes set forth in Section V A. of this Consent Decree.

G. "EPA" -- United States Environmental Protection Agency.

H. "Ground Water" -- water in a saturated zone or stratum beneath the surface of land or water.

I. "Local Governments" -- the Town of Zionsville, Indiana and the County of Boone, Indiana.

J. "Materials" -- hazardous substances, pollutants, or contaminants.

K. "Owners and Operators" -- any person who, in whole or in part, owned the Site, or who operated or otherwise controlled activities at the Site.

L. "Site" -- the real property consisting of approximately 6.5 acres located approximately 10 miles northwest of Indianapolis on U.S. Highway 421 near Zionsville, Indiana at which Enviro-Chem conducted its operations.

M. "State" -- the State of Indiana.

N. "Trustee" -- Merchants National Bank and Trust Company in Indianapolis.

O. "Work" -- the actions described in Attachment B entitled "Technical Proposal for the Removal and Disposal of Drummed Hazardous Chemicals and Waste Materials Located at the Environmental Conservation and Chemical Corporation Site at Zionsville, Indiana", which are to be undertaken by CWM pursuant to this Consent Decree and tasks described in Section V C. of this Consent Decree.

P. The phrases "the United States and the State and the Local Governments" and "the United States and the State" include each of them acting alone or in conjunction with one or more of the others.

III. SITE CONDITIONS

The Site was used from 1977 to 1982 by Enviro-Chem for a chemical waste recycling business. There are approximately 25,000 drums stored in the north and south drum storage areas, some stacked three and four high, 56 bulk storage tanks, a cooling pond, a solidification pit, a catch basin, a concentrate storage pad, a process drainage sump, a process building and main office building. An unnamed ditch runs along the east side of the Site and converges with Finley Creek approximately 1000 feet downstream of the Site. Some of the drums are bulging and leaking. Some surface water and some quantity of soil has been contaminated by the Materials. If the Work is not performed there is a risk of contamination, or further contamination, of surface water on-site, surface water off-site and of off-site ground water, including ground water beneath the Site, and of other risks to the public

health and welfare and the environment. The Work is necessary and appropriate to mitigate or alleviate these risks and existing damage relating to the Site, to prevent future damage relating to the Site and future off-site damage.

IV. SIGNATORIES

This Consent Decree shall apply to and be binding upon the signatories, their officials, officers, directors, agents, principals, servants, employees, successors, and assigns, and upon all persons, firms, subsidiaries, divisions, and corporations acting under or for the parties. Each undersigned representative of a signatory to this Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and to legally bind such signatory to this document.

V. ENVIRO-CHEM SITE TRUST FUND

A. Within ten (10) days after entry of this Decree, each of the Companies shall pay to the Enviro-Chem Site Trust Fund the sum that is shown for that Company in Attachment A hereto. Such payment by each of the Companies is not a penalty or monetary sanction. The Trustee shall use the money in the Enviro-Chem Site Trust Fund: (1) to pay CWM to perform the Work described in Attachment B; (2) to reimburse EPA for payments it has made to CWM to perform the Work described in Attachment B, or any portion thereof, performed after July 6, 1983 and prior to the entry of this Consent Decree; and (3) to fund the Bulk Tank Trust Fund

by a transfer, within 30 days after the entry of this Consent Decree, in the amount of \$237,524 from the Enviro-Chem Site Trust Fund to the Bulk Tank Trust Fund.

B. Merchants National Bank and Trust Company shall act as Trustee to administer the Enviro-Chem Site Trust Fund pursuant to the provisions of a trust instrument that shall be executed within 7 days from the entry of this Consent Decree.

C. Merchants National Bank and Trust Company shall act as Trustee to administer the Bulk Tank Trust Fund pursuant to the provisions of a trust instrument that shall be executed within 7 days from the entry of this Consent Decree. That trust instrument shall provide that:

1. The amount transferred to the Bulk Tank Trust Fund shall be used to reimburse EPA for payment it has made for performance of the following tasks only:

- a. Cleaning of the bulk tanks at the site or the disposal off-site of those bulk tanks;
- b. The staging, if needed, of the bulk tanks on the concrete storage pad at the Site; and
- c. The transportation of the bulk tanks from the Site for disposal only.

2. All funds which remain in the Bulk Tank Trust Fund after 18 months from the date of funding of that trust shall be transferred by the Trustee of that trust back to the Companies that contributed to the Enviro-Chem

Site Trust Fund in proportion to their respective contributions as set forth in Attachment A.

D. In no event shall the Companies be required to pay or otherwise be required to contribute under this Consent Decree an amount greater than that set forth in Attachment A.

VI. CLEAN UP ACTION

A. The Work at the Site to be performed by CWM is detailed in Attachment B and includes the removal and disposal off-site of:

1. all drums, including the waste that is contained therein;
2. all water contained in the cooling pond and all standing water on the Site surface including but not limited to standing water in the catch basin and solidification pit;
3. soil contained at the bottom of the cooling pond not to exceed 900 cubic yards;
4. surface soil not to exceed 4,300 cubic yards;
5. all sludge contained in the solidification pit and one foot of soil beneath the sludge; and
6. all pumpable liquids in the bulk tanks.

B. EPA certifies that the Work and the amounts paid to the Enviro-Chem Site Trust Fund are costs of response that are necessary and consistent with the National Contingency Plan. Attachment B is an integral part of this Consent Decree and is

hereby incorporated by reference as though it were set forth verbatim. Nothing contained in this Section VI shall modify, amend, expand or limit the Work set forth in Attachment B.

VII. PERFORMANCE OF WORK, BONDING AND INSURANCE

A. CWM shall be solely responsible for completion of the Work, and CWM agrees to assume, and does assume, any and all liability arising out of or relating to its acts or omissions in the performance of the Work or its failure to fully perform or complete the Work. The Companies shall not be liable for the acts or omissions of CWM in the performance of the Work or its failure to perform fully or complete the Work, or any losses arising out of the Work.

B. CWM shall purchase a performance bond in the amount of 5 million dollars, which bond shall assure complete performance of the Work. In event of default the bond shall provide that the Work shall be satisfactorily and fully completed and in no event shall the bond authorize the surety to avoid its obligations to have the Work fully completed. CWM shall purchase and maintain in force insurance policies which shall fully protect the United States, the State and the public against any and all liability arising out of CWM's acts or omissions in the performance of the Work. The insurance policies and the performance bond shall contain coverage of the type and in the amounts shown in Attachments C and D hereto, which coverage has been approved by the United States and the State.

VIII. COMPANIES' OBLIGATIONS

The sole obligations and responsibilities of the Companies under this Decree are set forth in Sections IV, V, XVI, XVII, XVIII, XIX, and XX, hereof, and such Companies shall have no further obligation or responsibility with respect to the surface, surface conditions, soil or soil conditions as set forth in "Covered Matters" under Section XVII and no obligation or responsibility with respect to the Work as provided in Section VII.

IX. COMMENCEMENT AND COMPLETION OF WORK AND PROGRESS REPORTS

A. CWM shall commence the Work provided for in Attachment B no later than seven (7) days from the date of entry of this Consent Decree. The Work shall be completed in accordance with the standards, specifications and the schedule of completion set forth in Attachment B. CWM shall provide a summary of activities every two (2) weeks and narrative reports on project progress every four (4) weeks which describe the actions which have been taken toward achieving compliance with this Consent Decree, as well as the actions which are scheduled for the next four (4) weeks, to EPA, the State and the Local Governments until all Work is completed.

B. CWM shall notify EPA, the State and the Local Governments in writing within 36 hours after the completion of the Work described in Attachment B excluding removal of soil around and beneath the bulk tanks. The EPA and the State shall review the Work and indicate their agreement or disagreement as to its

satisfactory completion within 30 days of receipt of the notification. If neither EPA nor the State advises CWM in writing of any disagreement concerning the completeness of the Work performed within such period, it shall be deemed that such Work has been completed in full compliance with this Decree, and EPA and the State shall send a letter to CWM confirming in writing that the Work is deemed completed. If EPA or the State believes that the Work has not been completed in accordance with the standards and specifications set out in Attachment B, they shall notify CWM in writing as to what they believe should be done to complete the Work, referencing the specific portion(s) of Attachment B and proposing a schedule for completion. If CWM does not object to the corrective measures, if any, proposed by EPA or the State within thirty (30) days after receiving written notice, CWM shall expeditiously undertake and complete such measures in accordance with the proposed schedule of completion. If CWM objects to any proposed corrective measures, CWM shall notify EPA and the State within thirty (30) days after receiving written notice of its objections and the reasons therefor. In the event the parties cannot resolve any dispute over whether the Work has been completed, CWM shall submit such dispute to the Court for resolution within thirty (30) days from the date upon which CWM notifies EPA and the State of any such objections. Failure of CWM to submit such a dispute to the Court shall mean that CWM waives its objections and CWM shall expeditiously undertake and complete the proposed corrective measures in accordance with the proposed

schedule of completion. Upon removal of soil around and beneath the bulk tanks, the same procedures as set forth in this Section IX B shall apply.

X. DELAY IN PERFORMANCE: STIPULATED PENALTIES

A. CWM shall be liable to EPA for stipulated penalties in the amount of \$1,000 (one thousand dollars) for each day on which it fails to complete properly the performance of the Work in accordance with the schedule set forth in Attachment B, provided however that CWM shall be excused from penalties for failure to meet interim completion dates if CWM meets the final date for completion of the Work.

B. CWM shall notify EPA, the State and the Trustee within thirty-six (36) hours of any delay caused by circumstances beyond the control of CWM which occurs in the performance of the Work. Such notification shall be in writing and shall fully describe the nature of the delay, the reasons therefor, the expected duration of the delay, the actions which will be taken by CWM to mitigate further delay and whether the delay may in the opinion of CWM cause or contribute to an endangerment to public health, welfare or the environment. If CWM fails to provide the notice required by this paragraph it may not receive any extension of time under this Consent Decree.

C. Any failure of CWM to complete properly the Work which results from circumstances beyond the control of CWM shall not be deemed to be a violation of its obligation and shall not make CWM liable for the stipulated penalties. To the extent de-

lay is caused by such circumstances beyond the control of CWM, the time for performance hereunder shall be extended.

D. In the event CWM and the United States and the State cannot agree that the time for performance shall be extended, CWM must submit the question to the Court for resolution within a reasonable time or waive its right to receive any such extension. Increased costs or expenses in connection with the performance of the Work shall not constitute a circumstance beyond CWM's control.

E. CWM shall have the burden of establishing that the delay was caused by circumstances beyond its control.

XI. SITE ACCESS

EPA, the State and CWM and their authorized representatives shall have access to the Site at all times in order to perform the Work and to observe and monitor the progress of the Work; to take samples at the Site; and to conduct surveys or investigations relating to soil and groundwater contamination at, beneath or near the Site, provided that the same shall be done in accordance with Attachment B.

XII. RESPONSIBILITIES AND AUTHORITY OF ON-SCENE COORDINATOR

EPA will designate an on-scene coordinator (OSC) to observe and monitor the progress of the Work being performed by CWM. The OSC shall have the authority vested by 40 C.F.R. 300 et seq.; 47 Fed. Reg. 31180 July 16, 1982, including authority to require CWM to cease performance of the Work, any portion thereof or any other activity at the Site which in the opinion of the

OSC, may or does present or contribute to an endangerment to public health, welfare or the environment or cause or threaten to cause the release of Materials from the Site. In the event the OSC does require such cessation of the Work, the OSC then shall have the authority to require CWM to perform the Work consistent with Attachment B in accordance with the instructions of the OSC to avoid or mitigate the endangerment which he believes may occur. If CWM or the Trustees object(s) to any order requiring cessation of the Work or to any order to perform the Work in accordance with the instructions of the OSC, they may petition the Court to stay or set aside the order of the OSC.

XIII. RETENTION AND AVAILABILITY OF INFORMATION:
SAMPLING AND ANALYSIS

A. CWM shall take such samples as required by the provisions of the scope of Work in Attachment B. The OSC has authority to oversee the Work, and to require split sampling where appropriate, as provided in Attachment B. CWM agrees to cooperate with representatives of the EPA and the State to permit such representatives to take samples, including split samples, at all locations at the Site, whether or not samples are taken at such locations by CWM. All sampling and analysis shall be done by all parties pursuant to EPA protocols. Arrangements for EPA and State sampling shall be made by the OSC. CWM agrees that samples taken by it shall be handled according to the chain of custody procedures established by the National Enforcement Investigation Center, which will be provided to CWM by EPA. Before disposal of any

samples by CWM, the EPA shall be given thirty (30) days notice and opportunity to take possession of such samples.

B. CWM shall promptly make available to EPA and the State and their authorized representatives upon request all information relating to the clean up of the Site and the Materials removed from the Site. CWM agrees to preserve all records relating to clean up of the Site until ordered by the Court to do otherwise, including sampling analyses, chain of custody records, manifests, trucking logs, receipts, reports, traffic routing, destination of Materials, correspondence or other documents produced during the Work at the Site and CWM agrees further that it shall make available upon request such documents, along with access to employees with knowledge of relevant facts concerning the performance of the Work for purposes of investigation, information gathering or testimony related to the Work and Materials found at the Site.

C. All of such information, records or other documents produced by CWM shall be available from EPA or the State to the public, unless identified as confidential by CWM in conformance with 40 C.F.R. Part 2, and applicable Indiana law. Documents or information so identified shall be treated in accordance with the appropriate confidentiality regulations.

XIV. COMPLIANCE WITH ALL LAWS

All Work undertaken by CWM pursuant to this Consent Decree shall be performed in compliance with all applicable fed-

eral and state laws and regulations. CWM shall be responsible for obtaining all federal, state or local permits which are necessary for the performance of the Work. EPA, the State and the Local Governments shall expedite the processing of such permits.

XV. MODIFICATION

No modification by CWM shall be made in the performance of the Work which varies from the standards, specifications, or schedule of completion contained in Attachment B without prior written approval of EPA and the State after written notification by CWM to EPA and the State setting out the nature of and reason for any such requested variance.

XVI. PRESERVATION OF COMPANY RECORDS

The Companies agree that they will each preserve for 3 years from the date of the entry of this Consent Decree, unless otherwise ordered by the Court, all contracts, agreements, purchase orders, shipping memoranda, invoices and other similar documents, if any, in their possession or the possession of any of their divisions, employees, agents, accountants or attorneys as of the date of entry of this Consent Decree, that relate to any transactions or business with the Owners or Operators, despite any document retention policy to the contrary. Notwithstanding any other provision of this Consent Decree, the United States and the State and the Companies retain whatever rights

they may have under applicable statutes, laws, rules and regulations, governing the production of records and documents.

XVII. COVENANT NOT TO SUE

A. To avoid litigation between the parties hereto and the expense that would be incurred in connection with such litigation, and to set to rest forever the differences existing among them with respect to the Covered Matters, as hereinafter defined, without impairing or affecting the claims of the United States, the State, or the Local Governments against any person or entity, other than the Companies, in connection with the Site, and for and in consideration of the payment made by each of the Companies into the Enviro-Chem Site Trust Fund, the United States, the State, and the Local Governments do hereby covenant not to sue, execute judgment, or take any civil, judicial or administrative action, under common law (federal or state); state or local law including but not limited to: local laws or ordinances, including the laws and ordinances of the Local Governments concerning the protection of health or the environment, including the prevention of nuisances, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 14 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f. et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C.

§ 136 et seq.; and the Refuse Act, 33 U.S.C. § 407; and any other statutes administered or enforced by EPA, against the Companies, their subsidiaries, divisions, parents, affiliates, or their respective directors, officers, principals, employees, agents, successors and assigns arising out of or related to the Covered Matters.

B. The "Covered Matters" that are referred to in the foregoing paragraph and throughout this Consent Decree include:

1. liability arising out of or related to the arranging for the transportation, handling, treatment, storage or disposal of Materials at the Site, the presence or actual or threatened release or discharge of any Materials at, to or from the Site, including without limitation any action with respect to surface cleanup and soil cleanup except as provided in paragraph "C" below;

2. all liability relating to injury to, destruction or loss of natural resources within the meaning of CERCLA, 42 U.S.C. §9601 et seq., under the jurisdiction of EPA, the United States Department of Interior or of the State or Local Governments, arising out of or related to the storage, treatment, handling, disposal, transportation, presence, or actual or threatened release or discharge of any Materials at, to or from the Site; and

3. one-half of the costs of all ground water contamination studies, including the Remedial Investigation/Feasibility Study ("RI/FS"); and

4. all civil, legal, administrative, removal, remedial and response costs incurred or to be incurred at any time by the United States, the State, and the Local Governments, with respect to matters covered in subparagraphs (1) through (3) inclusive, above.

C. The "Covered Matters" that are referred to in this Section and throughout this Consent Decree do not include ground water and remedial and removal measures with respect to ground water (except Covered Matters include soil and ground water to a depth of four feet at the Site and one-half of ground water study costs as provided in subparagraph B.3 above).

D. To the extent that the law of the State of Indiana may be determined to control and govern the interpretation of this Consent Decree, the parties do not intend that this Section shall be a release as the term is defined by Indiana law.

E. The parties intend that this Section XVII shall be construed to be a covenant not to sue, not to execute judgment, and not to take any judicial or administrative civil action against only the Companies that are listed in Attachment A hereto and relating to Covered Matters. The signatories agree that the successful completion of the Work by CWM does not represent full satisfaction of all claims for relief to which the United States, the State, or Local Governments may be entitled, at law or equity, against persons or entities other than the Companies arising out of or relating to the transportation, handling, treatment, storage, disposal, presence, or actual or threatened release of any

Materials to, at, from or near the Site. The signatories contemplate and intend that the United States and the State will assert claims for cost recovery damages, and/or injunctive or other relief against persons or entities, including but not limited to the Owners and Operators, that are not parties to this Consent Decree, to enable the United States or the State to secure the complete relief to which it may be entitled, at law or equity. To this end, nothing herein is intended to release, compromise or diminish any claims, causes of action, or demands in law or equity against any person or entity not a party to this Consent Decree for any liability it may have arising out of or relating in any way to the transportation, handling, treatment, storage, disposal, presence, or actual or threatened release of any Materials to, at, from or near the Site.

F. Nothing herein shall be construed to release CWM from any continuing liability at law for its failure to perform the Work in accordance with Attachment B. Nothing in this Consent Decree shall release CWM from liability arising out of or relating to the transportation, treatment, handling, disposal, storage or releases or threatened releases of hazardous substances, pollutants, or contaminants resulting from its performance of the Work.

XVIII. PROTECTION OF COMPANIES FROM FURTHER PAYMENT FOR COVERED MATTERS

A. The United States, the State and the Local Governments, agree that the Companies should not be liable with respect

to Covered Matters for any payment or obligation in excess of or in addition to the amount paid pursuant to this Consent Decree. The United States, the State and the Local Governments agree that this Consent Decree shall be dispositive of each and all of the duties and liabilities of each of the Companies with respect to any other person or entity against whom a claim or settlement is made by, or a judgment is rendered in favor of, the United States, the State, or the Local Governments for Covered Matters.

B. To this end, if in any action brought by the United States and the State and the Local Governments with respect to Covered Matters or in any other action arising out of any claim brought by the United States, the State, or the Local Governments for Covered Matters, any court of competent jurisdiction enters a final judgment requiring one or more of the Companies to pay an amount for Covered Matters in addition to the amount paid by such Companies pursuant to this Consent Decree, then the United States and/or the State and/or the Local Governments will adjust the total of all such judgments obtained against any other person or entity so that none of the Companies shall be required to pay all or any part of said amount.

C. Each of the Companies agrees that in any suit or claim brought against it for Covered Matters it will timely notify the United States of the institution of any such suit or claim and that it will cooperate with the United States and the State in any such suit or claim.

XIX. PRESERVATION OF CLAIMS

A. The Owners and Operators have not contributed financially to the clean up of the Site and the United States, the State, the Local Governments and the Companies independently contend that the Owners and Operators are liable for the clean up of the Site. The United States further contends only that the Companies are strictly liable for Covered Matters without regard to fault and that such liability is a non-delegable duty.

B. One or more of the Companies anticipate suing the Owners and Operators, their insurers and others for matters arising out of the Site including, without limitation, the recovery of the payments made by the Companies pursuant to this Consent Decree. The Companies reserve all rights that they may have to assert claims against such persons or entities for matters arising out of the Site or its operation and ownership, including without limitation, claims for breach of contract, tortious conduct, indemnity, contribution, nuisance and claims under applicable federal, state and local laws.

C. The signatories of this Consent Decree may covenant not to sue other parties for liability pertaining to Covered Matters, but agree not to provide any general or special release from said liability within the meaning of Indiana law.

D. The United States and the State and Local Governments do not presently intend to assert a claim relating to groundwater at the Site until completion of the RI/FS, or unless the United States determines that its litigation interests would

be adversely affected if it did not do otherwise, or unless the United States or the State must do otherwise to protect the public health, welfare or the environment.

XX. CLAIMS AGAINST THE GOVERNMENT

For and in consideration of the covenants and promises made herein by the United States and the State and Local Governments, the Companies agree not to assert any claims, demands, or causes of action against the United States (including the Hazardous Substances Response Fund) for Covered Matters and the State (including the State Hazardous Substances Emergency Response Trust Fund). The Companies reserve against the United States (but not against the Hazardous Substances Response Fund) and the State (but not against the State Hazardous Substances Response Trust Fund) the right to assert any claim, demand, or cause of action arising out of or relating to actions taken by the United States or the State at the Site, during or after the performance of the Work.

XXI. EXECUTION AGAINST NON-SIGNATORIES

In the event that the United States and the State and Local Governments obtain any money judgment with respect to matters which are not within the covenant not to sue set forth in Section XVII above, they shall take reasonable steps to seek first to enforce and execute such judgments against persons or entities which are not party to this Consent Decree for a period of 120 days from the entry of judgment. If, in that 120 day period, the United States or the State does not obtain full

satisfaction of its judgment, then either may seek to enforce or to execute that judgment against any person or entity, including the parties to this Consent Decree.

XXII. RESERVATION OF RIGHTS

A. Except as expressly provided in this Consent Decree, all parties expressly reserve all rights and defenses that they may have.

B. Nothing herein shall be construed to release the Companies from liability, if any, that they might have with respect to non-Covered Matters. It is expressly recognized by all parties to this Consent Decree that the United States and the State, in entering into this Consent Decree, do so without prejudice to their right to assert against any person or entity, including the Companies, claims, if any, that they may have with respect to non-Covered Matters.

C. The Companies, in entering into this Consent Decree do not admit, accept, or intend to acknowledge any liability or fault by any party hereto with respect to any matter arising out of or relating to the Site.

XXIII. FORM OF NOTICE

When notification to the United States or the State or the Local Governments is required by the terms of this Consent Decree, it shall be in writing and addressed as follows:

(a) Notice for the United States:

Office of Regional Counsel 5C16
Region V, United States Environmental Protection
Agency
230 South Dearborn Street
Chicago, Illinois 60604

and

Director, Waste Management Division
Region V, United States Environmental Protection
Agency
230 South Dearborn Street
Chicago, Illinois 60604

(b) Notice for the State:

Technical Secretary
Indiana Environmental Management Board
1330 West Michigan St.
Indianapolis, Indiana 46206

(c) Notice for the Local Governments:

Michael J. Andreoli
Donaldson & Andreoli
129 North Meridian St.
Lebanon, Indiana 46052

The United States, the State, the Local Governments,
and the Companies consent to this Decree by their duly authorized
representatives on this _____ day of _____, 1983.

THE UNITED STATES OF AMERICA

By: 

F. HENRY HABICHT, II
Acting Assistant Attorney General
Land and Natural Resources Division
United States Department of Justice
Washington, D.C.

By: 

SARA EVANS BARKER
United States Attorney
Indianapolis, Indiana

By: 

COURTNEY M. PRICE
Special Counsel for Enforcement
United States Environmental Protection
Agency
Washington, D.C.

By: 

VALDAS V. ADAMKUS
Regional Administrator, Region V
United States Environmental Protection
Agency
Chicago, Illinois

THE STATE OF INDIANA

By: _____

ROBERT D. ORR
Governor

The United States, the State, the Local Governments,
and the Companies consent to this Decree by their duly authorized
representatives on this 21st day of September, 1983.

THE UNITED STATES OF AMERICA

By: 

F. HENRY HABICHT, II
Acting Assistant Attorney General
Land and Natural Resources Division
United States Department of Justice
Washington, D.C.

By: 

SARA EVANS BARKER
United States Attorney
Indianapolis, Indiana

By: 


COURTNEY M. PRICE
Special Counsel for Enforcement
United States Environmental Protection
Agency
Washington, D.C.

By: 

VALDAS V. ADAMKUS
Regional Administrator, Region V
United States Environmental Protection
Agency
Chicago, Illinois

The State of Indiana, by its duly authorized
representatives, consents to this Decree.

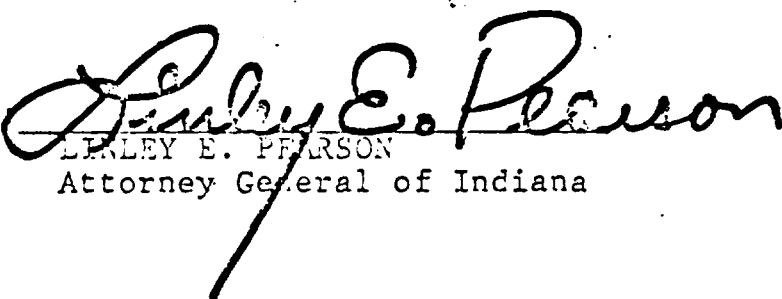
THE STATE OF INDIANA

By: 
ROBERT D. ORR
Governor

THE ENVIRONMENTAL MANAGEMENT BOARD OF
THE INDIANA STATE BOARD OF HEALTH

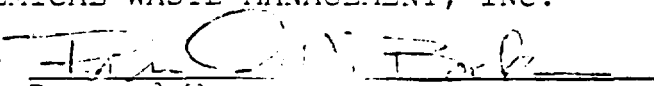
By: 
RALPH C. PICKARD
Technical Secretary

APPROVED AS TO LEGALITY AND FORM:

By: 
LINLEY E. PEARSON
Attorney General of Indiana

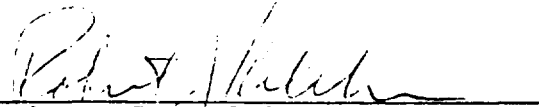
CHEMICAL WASTE MANAGEMENT, INC.

By:


Raymond W.

Director of Contract Development

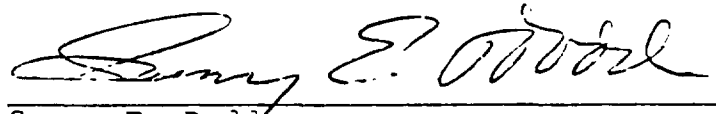
ATTEST:


Robert J. Keleher

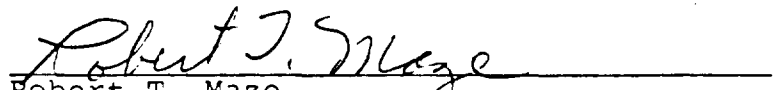
Director of Contract Development

Approved:

BOARD OF COUNTY COMMISSIONERS
OF BOONE COUNTY, INDIANA



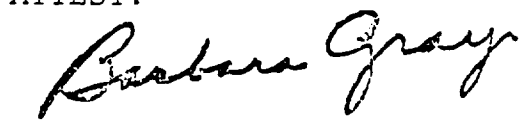
Sammy E. Dodd



Robert T. Maze

Robert E. Guernsey

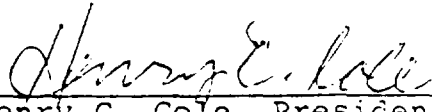
ATTEST:

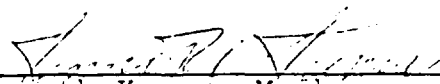



Barbara Gray
Boone County Auditor

Approved:

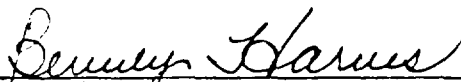
BOARD OF TOWN TRUSTEES FOR THE TOWN OF ZIONSVILLE


Henry C. Cole, President


Kenneth Kuper, Member


Larry Greenwalt, member

ATTEST:


Beverly Harves
Zionsville Clerk/Treasurer



CLEANUP COSTS PER PARTICIPATING GENERATOR

SITE: ENVIRONMENTAL CONSERVATION AND CHEMICAL CORPORATION (ECC)
ZIONSVILLE, INDIANA

NUMBER OF COMPANIES: 254

DATE OF REPORT: 09/15

| PARTICIPATING GENERATORS | TOTAL CHARGE |
|---------------------------------------|--------------|
| ALCOA | \$ 9,187. |
| ALLIS-CHALMERS | \$ 86. |
| AMERICAN CAN CO. | \$ 14,151. |
| AMERICAN MONITOR CORP. | \$ 2,931. |
| AMERICAN RECOVERY | \$ 8,225. |
| AMTRAK | \$ 4,759. |
| ANACONDA CO. | \$ 28,295. |
| ANDERSON DEVELOPMENT | \$ 51,363. |
| ARVIN IND/ARVINYLL/ROLL COATER | \$ 42,583. |
| ASHLAND CHEMICAL | \$ 414. |
| ATEC ASSOCIATES | \$ 155. |
| BATESVILLE CASKET | \$ 6,725. |
| BEACH GROVE STAGING (JONES) | \$ 1,000. |
| BELDEN CORP (GLAZER) - (COOPER) | \$ 7,873. |
| BEMIS BAG/CO. INC./CORP. | \$ 31,709. |
| BOHN ALUMINUM/HEAT TRANS. (GULF&WEST) | \$ 5,086. |
| BOOTZ MFG. | \$ 2,569. |
| BROCKWAY GLASS | \$ 862. |
| BROCO US NAVAL | \$ 1,835. |
| BROWNBRIDGE | \$ 51,404. |
| BRULIN INDPLS | \$ 1,741. |
| BRUNER ENGINEERING | \$ 5,943. |
| BUNDY TUBING | \$ 5,155. |
| C&D BATTERIES | \$ 690. |
| CARBORUNDUM (SOHIO) | \$ 2,983. |
| CARPENTER - E.R. | \$ 3,138. |
| CARPENTER BODY WORKS | \$ 19,844. |
| CARTER PAINT | \$ 4,983. |
| CASKET SHELLS | \$ 1,224. |
| CENTRAL LAB | \$ 10,415. |
| CHAMPION PACKAGING | \$ 1,859. |
| CHASE BAG CO. | \$ 2,345. |
| CHEM-CLEAR/SNAP-TITE | \$ 1,500. |
| CHEMCENTRAL | \$ 1,845. |
| CHEMICAL RECOVERY | \$ 9,052. |
| CISSEL MFG. CO. | \$ 224. |
| CLARK OIL | \$ 621. |
| CLEVELAND TRENCHER (AM.HOIST&DERR) | \$ 1,207. |
| CLOUDSLEY CO. | \$ 20,312. |
| CMW | \$ 241. |
| COCA COLA CO. FOODS | \$ 2,828. |

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|------------------------------------|-------------|
| COMMERCIAL FILTERS (SOHIO) | \$ 552. |
| COMMERCIAL VINYL | \$ 10,403. |
| CONCO | \$ 5,345. |
| CONNERSVILLE PAINT | \$ 5,897. |
| CONTAINER CORP. | \$ 948. |
| CORNING GLASS WORKS | \$ 1,879. |
| COSCO (KIDDE) | \$ 8,312. |
| COURIER JOURNAL | \$ 6,483. |
| CROWN ZELLERBACH | \$ 21,268. |
| CTS MICROELECTRONICS | \$ 586. |
| D&L PAINT CO. INC. | \$ 3,069. |
| DA-LITE SCREEN | \$ 1,500. |
| DANA CORP. | \$ 500. |
| DAYTON COATINGS AND CHEM. | \$ 42,128. |
| DENNIS | \$ 2,552. |
| DEVOE AND REYNOLDS | \$ 3,517. |
| DIAMOND CHAIN CO. | \$ 3,448. |
| DIMENSIONAL DESIGN | \$ 52. |
| DU-WELL OF MORRISTOWN | \$ 276. |
| E.H. MARCUS PAINT CO. | \$ 2,448. |
| EATON CORP. (SIGNET SYSTEMS) | \$ 30,421. |
| ECONOMY PLATING | \$ 7,987. |
| EGYPTIAN LACQUER | \$ 6,035. |
| ELECTRA CO. | \$ 190. |
| ENGINEERING RESEARCH | \$ 3,552. |
| ESSEX GROUP/BDP CO. (UNITED TECH.) | \$ 16,622. |
| EVELETH MINES | \$ 138. |
| F.M.C. | \$ 310. |
| FAIRMOUNT RAILWAY MTRS. | \$ 86. |
| FARMER'S PRODUCTION-CREDIT | \$ 5,503. |
| FEDERAL MOGUL | \$ 23,599. |
| FIRE KING | \$ 535. |
| FIRESTONE | \$ 40,143. |
| FORD MOTOR (KY)/ (MN) | \$ 145,414. |
| FORD MOTOR TIRE AND LIGHT (FORD) | \$ 2,586. |
| FOY-JOHNSTON | \$ 28,974. |
| FREIGHTLINER | \$ 47,925. |
| FROST PAINT & OIL CORP. | \$ 793. |
| G.T.I. (ROSS DEVINE) | \$ 638. |
| GAF DIV. - MT. VERNON | \$ 1,810. |
| GAMBEL BROTHERS | \$ 2,552. |
| GENERAL CABLE | \$ 7,072. |
| GENERAL ELECTRIC | \$ 43,189. |
| GENERAL POLYMERS | \$ 7,244. |
| GENERAL TIRE | \$ 10,121. |
| GEORGIA PACIFIC | \$ 2,586. |
| GMC-DELCO ELECTRONICS/DELCO | \$ 103,051. |
| GOLD SHIELD (DETREX) | \$ 18,605. |
| GOULD INC. - SALEM | \$ 1,241. |
| GREAT DANE TRLS. | \$ 1,190. |
| GREAT PLAINS BAG | \$ 259. |
| GROTE | \$ 938. |
| H AND H IND. USS NOVAMONT | \$ 2,276. |
| H-C INDUSTRIES | \$ 8,219. |
| HAAS CABINET | \$ 1,345. |
| HAMILTON GLASS | \$ 1,379. |
| HILL/ROM | \$ 5,629. |
| HOLCOMB AND HOKE MFG. | \$ 1,017. |
| HONEYWELL (INV) | \$ 954. |
| HOOSIER SOLVENTS AND CHEMICALS | \$ 552. |

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|-------------------------------------|----|----------|
| HOOPER UNIVERSAL | \$ | 2,742. |
| HUDSON (JONES) | \$ | 241. |
| HUGHES CHEMICALS | \$ | 35,860. |
| HURCO | \$ | 190. |
| I.U. BLOOMINGTON | \$ | 1,586. |
| INDIANA STATE HIGHWAY | \$ | 8,690. |
| INDUS. WHEEL | \$ | 6,259. |
| INMONT CINN. (UNITED TECH.) | \$ | 7,500. |
| INTERNATIONAL HARVESTER | \$ | 621. |
| INTERNATIONAL PACKING | \$ | 3,931. |
| INTERNATIONAL PAPER | \$ | 310. |
| ITT UNITED PLASTICS DIVISION | \$ | 2,155. |
| J.S. BROWER | \$ | 1,362. |
| JENN-AIRE | \$ | 17,720. |
| JOHNS MANVILLE | \$ | 4,069. |
| JONES | \$ | 5,966. |
| JONES CHEMICAL | \$ | 40,183. |
| JONES PIONEER | \$ | 276. |
| JONES/ONAN CORP. | \$ | 3,052. |
| KCL CORP. | \$ | 4,020. |
| KEMPER/KAUPER INDUSTRIES (INV) | \$ | 10,978. |
| KENDALL CO. | \$ | 59,969. |
| KEYSTONE GROUP (MIDSTATES WIRE) | \$ | 2,569. |
| KIDDE CORP. | \$ | 4,226. |
| KING ADHESIVES | \$ | 5,089. |
| KNAUF FIBERGLASS | \$ | 13,024. |
| KOLMAR LABS INC. | \$ | 948. |
| KOPPER CO. INC. | \$ | 27,002. |
| KYANIZE PAINT | \$ | 1,379. |
| LAMBEL CORP. | \$ | 17. |
| LEAR SIEGLER MAMMOTH DIV. | \$ | 397. |
| LENK CO | \$ | 79,421. |
| LEXINGTON STANDARD (INV) | \$ | 763. |
| LIBERTY SOLVENTS | \$ | 2,724. |
| LILLY IND. COATINGS | \$ | 23,930. |
| LORD KINEMATICS | \$ | 1,121. |
| LOUISVILLE VARNISH | \$ | 13,220. |
| LUDLOW | \$ | 139,832. |
| MADISON CHEM. | \$ | 69. |
| MALLINCKROFT INC./FRIES & FRIES | \$ | 1,069. |
| MALLORY/USM-BAILEY DIV. (EMHART) | \$ | 26,830. |
| MARATHON OIL | \$ | 13,035. |
| MARATHON PIPELINE | \$ | 12,328. |
| MARISOL INC. | \$ | 19,097. |
| MERCURY MINN. | \$ | 1,828. |
| MID-MARK CORP. | \$ | 793. |
| MIDWEST BODY MFG. (ELECTROGRAPHICS) | \$ | 3,552. |
| MOBIL CHEMICAL | \$ | 50,870. |
| MOORFEED CORP. | \$ | 500. |
| MOORMAN BROS. | \$ | 86. |
| MURRAY OIL (MURRAY OHIO MFG.) | \$ | 1,724. |
| MCCORD (EXCELLO) | \$ | 4,514. |
| MCCORMICK | \$ | 241. |
| MCDONNELL DOUGLASS | \$ | 2,983. |
| MCGILL MFG. | \$ | 69. |
| MCGILL JENSEN | \$ | 345. |
| MCQUAY PERBEX | \$ | 1,207. |
| NATIONAL LATEX PRODUCTS | \$ | 448. |
| NATIONAL METAL PROD. (YORK CASKETS) | \$ | 466. |
| NCR SYSTEMEDIA | \$ | 172. |

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|--------------------------------------|----|----------|
| NORTHERN PACKAGING: JONES ERIE C | \$ | 1,379. |
| NORTHERN TELECOM | \$ | 121. |
| ONAN CORP. | \$ | 1,517. |
| OSBORNE COINAGE | \$ | 224. |
| OWENS IL | \$ | 103. |
| PAN AMERICA (INV) | \$ | 382. |
| PARKER INDUSTRIES | \$ | 1,908. |
| PAULE CHEMICAL | \$ | 293. |
| PAULO PRODUCTS | \$ | 103. |
| PEABODY | \$ | 1,690. |
| PERFECTION PAINT | \$ | 1,414. |
| PHELPS DODGE | \$ | 3,431. |
| PORTER PAINT | \$ | 7,276. |
| POTTER AND BRUMFIELD (AMF) | \$ | 828. |
| POTLATCH | \$ | 1,035. |
| POTTER PAINT | \$ | 10,072. |
| PRATT & LAMBERT | \$ | 104,138. |
| PRECOAT METALS | \$ | 4,135. |
| R. R. DONNELLY AND SONS | \$ | 5,018. |
| RADIO MATERIAL CORP. | \$ | 1,810. |
| RAMSEY CORP. | \$ | 1,086. |
| RANSBERG (GLASS-CRAFT) | \$ | 17. |
| RAYGO | \$ | 759. |
| RCA | \$ | 25,653. |
| REA MAGNET WIRE CO. INC. | \$ | 5,966. |
| RED SPOT PAINT AND VARNISH | \$ | 12,018. |
| RELIANCE ELECTRIC | \$ | 16,506. |
| REXHAM | \$ | 2,466. |
| REXNORD | \$ | 3,173. |
| RICHMOND GEAR (HOUSEHOLD MFG.) | \$ | 931. |
| ROBBIE MFG. | \$ | 448. |
| ROCKWELL INTERNATIONAL | \$ | 2,879. |
| ROSTONE CORP | \$ | 72,162. |
| RUTGERS PACK | \$ | 10,344. |
| SCHWITZER ENGINEERING (HOUSEHOLD) | \$ | 34. |
| SEARS AUTO AND REPAIR | \$ | 52. |
| SHELL OIL STATION | \$ | 86. |
| SMITH - A.O. | \$ | 15,536. |
| SMITH CABINET/MANUFACTURING | \$ | 15,311. |
| SMITH'S TRANSFER CORP. | \$ | 517. |
| SOLVENT RESOURCE RECOVERY | \$ | 3,448. |
| SOMMER METALCRAFT CORP. | \$ | 983. |
| SOUTHERN SPECIALTIES (FILTRA. SCI.) | \$ | 38,595. |
| SPARTON | \$ | 1,524. |
| SPECIAL PRODUCTS (CPC) | \$ | 638. |
| SPILL RECOVERY OF IND. (MIDWEST D&T) | \$ | 103. |
| SQUARE D. CO. | \$ | 3,224. |
| SRS/SOLV-REC-SER/HUNKN&PALE/USC-BARD | \$ | 177,291. |
| ST. - SEMICON INC. | \$ | 966. |
| ST. REGIS PAPER/CONSUMER PROD. | \$ | 25,199. |
| STALEY - A.E. MANUFACTURING | \$ | 2,138. |
| STANDARD GRAVURE | \$ | 224. |
| STANDARD PAINT | \$ | 6,914. |
| STATE HIGHWAY | \$ | 707. |
| STEWART PAINT MFG. CO. | \$ | 483. |
| STEWART WARNER | \$ | 52. |
| STOLLE CORP | \$ | 51,900. |
| SULLAIR | \$ | 6,996. |
| SUN CHEMICAL | \$ | 22,398. |
| SUPERIOR SOLVENTS | \$ | 931. |

| | | |
|------------------------------------------------------------------------------|----|------------|
| SWITCHES (KIDDE) | \$ | 2,793. |
| SYNTHANE/TAYLOR | \$ | 10,794. |
| TECHTRONICS | \$ | 109,729. |
| TEE PAK | \$ | 14,637. |
| THIELE - ENGDAHL INC. | \$ | 2,276. |
| TIMKEN | \$ | 8,880. |
| TRIANGLE PACIFIC CABINET | \$ | 845. |
| TUTWILER CADILLAC | \$ | 103. |
| U.S. GYPSUM/DURABOND PROD | \$ | 39,022. |
| U.S. NAVAL ORD. STATION | \$ | 10,863. |
| U.S. POSTAL | \$ | 103. |
| ULRICH CHEM. | \$ | 155. |
| UNION CARBIDE | \$ | 167,109. |
| UNIROYAL | \$ | 31,753. |
| UNIVERSAL WOODS | \$ | 3,181. |
| USS NOVAMONT INC. | \$ | 1,448. |
| VAN WATERS & RODGERS | \$ | 638. |
| VERMONT AM. | \$ | 983. |
| VON DUPRIN | \$ | 1,845. |
| WABASH PRODUCTS | \$ | 4,138. |
| WASTE RESEARCH AND RECLAMATION | \$ | 43,761. |
| WAVETEK | \$ | 155. |
| WAYNE CORP | \$ | 10,589. |
| WEST PUBLISHING (INV) | \$ | 254. |
| WESTERN ELECTRIC | \$ | 63,207. |
| WESTINGHOUSE ELECTRIC | \$ | 155. |
| WESTVACO - U.S. ENVELOPE | \$ | 3,949. |
| WHIRLPOOL | \$ | 690. |
| WILLIAMSON CO. | \$ | 552. |
| WRIGHT MANUFACTURING | \$ | 569. |
| YENKIN MAJESTIC PAINT CORP. | \$ | 1,414. |
| YORK DIVISION OF BORG WARNER | \$ | 3,259. |
| ZIMMER PAPER | \$ | 4,771. |
| ----- | | |
| TOTAL COSTS | \$ | 2,967,574. |
| ----- | | |
| ADMINISTRATIVE EXPENSES (INCLUDING ENGINEERING CONSULTANT & BANK TRUSTEE) | \$ | 58,188. |
| ----- | | |
| | \$ | 2,909,386. |

EXHIBIT C

Insurance

Chemical Waste Management, Inc. shall obtain and otherwise maintain during the full term of its contract, liability insurance adequate to protect against losses arising out of its activities and operations in the performance of work under this Consent Decree. All insurance required herein shall contain a provision whereby the insurer agrees to provide notice of any policy, cancellation, termination or non-renewal, with at least 60 days advance written notice prior to such cancellation, termination or non-renewal, in accordance with Paragraph 23 of the Consent Decree to which this Exhibit C is attached.

At a minimum, Chemical Waste Management, Inc. shall obtain and maintain:

- A. Worker's Compensation -- providing statutory benefits and Employers liability insurance with limits of \$500,000 each accident.
- B. Public Liability -- on a comprehensive policy form to include but not be limited to personal injury including bodily injury, property damage, contractual liability and sudden pollution insurance protection with limits of liability of \$500,000 each occurrence.
- C. Automobile Liability -- providing bodily injury and property damage insurance protection for owned, non-owned or hired vehicles with limits of liability of \$500,000 each occurrence.
- D. Umbrella Liability -- providing excess insurance protection over applicable worker's compensation, general and automobile liability policies specified in A, B, and C above, with limits of liability of \$50,000,000 each occurrence.
- E. Environmental Impairment Liability -- providing bodily injury and property damage insurance protection from non-sudden or gradual pollution accidents with limits of \$30,000,000 each claim and \$60,000,000 aggregate.
- F. Chemical Waste Management agrees to amend the limits of liability for the above insurance or obtain additional categories of coverage if and to the extent required by changes in Federal laws or regulations.

Chemical Waste Management, Inc. prior to the commencement of any work or expiration of any policy during the contract, shall furnish the Environmental Protection Agency with certificate of insurances or, at its request, certified copies of policies evidencing the aforesaid insurance coverage.

PERFORMANCE BOND

Bond No. _____

Amount \$ 5,000,000

KNOW ALL MEN BY THESE PRESENTS,

That we, CHEMICAL WASTE MANAGEMENT, INC., (hereinafter called the "Principal"), as Principal, and the FEDERAL INSURANCE COMPANY, of Short Hills, New Jersey, a corporation duly organized under the laws of the State of New Jersey, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the UNITED STATES OF AMERICA and the STATE OF INDIANA (hereinafter called the "Obligees"), in the sum of Five Million Dollars (\$5,000,000), for the payment of which sum well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this _____ day of _____, A.D. nineteen hundred and eighty-three. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Consent Decree with the Obligees to which this Performance Bond is attached, and has agreed to perform the work described in Exhibit B of this Consent Decree in accordance with the scope of work defined in said Exhibit B, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Exhibit B set forth and specified to be by said Principal kept, done and performed, at the time and in the

manner in said Exhibit B specified, or shall pay over, make good and reimburse to the above named Obligees, all loss and damage which said Obligees may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NOTWITHSTANDING the above, it is expressly understood that in the event of default, the Surety shall satisfactorily and fully complete the work described in Exhibit B, and in no event shall the Surety be authorized to avoid its obligation to have the work in Exhibit B completed. In no event shall the obligation of the Surety to complete the work exceed the penal sum of the bond in the aggregate as respects the obligees.

Chemical Waste Management, Inc.
Principal

By: _____
James Koenig, Vice President

FEDERAL INSURANCE COMPANY

By: _____
and _____

COUNTERSIGNATURE: _____